

Initial Support Agreement

COMPANY NAME

Article I - Introduction

A. This agreement (hereinafter the "agreement") is entered into between the United States Air Force (hereinafter referred to as "Air Force" or the "US Government") and **COMPANY NAME** (hereinafter referred to as the "User").

B. In furtherance of US Government policy to facilitate and encourage the commercial use of space, this agreement sets forth the terms and the conditions under which the Air Force will furnish, on a cost reimbursable basis, a Statement of Capability (SC), and a Rough Order of Magnitude (ROM) cost estimate for services required to support commercial space launches and related activities. Unless specifically stated to the contrary herein, no agencies of the US Government other than the Air Force and its subordinate elements are committed in any way by this agreement.

Article II - Statement of Services

A. Program Introduction: The Program Introduction (PI) is an initial planning document produced by the User identifying the scope and duration of the User's program. The Plans and Programs Office will work closely with the User during the development of the PI.

B. Statement of Capability: In response to the PI the Plans and Programs Office produces an SC. The US Government will commence preparation of the SC within ninety (90) calendar days of its approval of the User's PI. The SC provides acceptance information and identifies the baseline for the User's program. The US Government will base the SC on the data contained in the User's PI. Any cost estimates provided will be preliminary and non-binding; direct costs incurred will be the basis for payment for services. Nothing in this agreement is intended or should be construed as obligating the US Government or the User to proceed with further agreements.

Article III - Definitions

A. Agency - An executive agency of the US Government as defined by 5 U.S.C. § 105.

B. Commercial Space Operations Support Agreement – A support agreement between HQ AFSPC and commercial users that describes support of user activities, allocation of risks, financial arrangements and safety, security and environmental compliance requirements.

C. Direct Cost - The actual costs that can be unambiguously associated with a commercial launch effort and would not be borne by the US Government in the absence of a commercial launch effort.

D. Launch - To place or attempt to place a launch vehicle and payload, if any, in any sub-orbital trajectory, in earth orbit in outer space, or otherwise in outer space. This includes occurrences within the atmosphere, in space, or on earth after descending from the atmosphere or space.

E. Launch Property - Launch vehicles and components thereof, and any other item built for or used in the launch preparation or launch of a launch vehicle, including existing structures and facilities, but does not include unimproved land.

F. Launch Services - Those activities involved in the preparation of a launch vehicle and its payload for launch and the conduct of a launch and post-launch cleanup activities. Post-launch cleanup activities include those activities after the launch of a launch vehicle to clean up and refurbish US Government and User property and/or to remove it from the launch site or any other US Government or User facility.

Article IV - Financial Arrangements

A. The User shall reimburse the US Government for all direct costs incurred by the US Government in connection with, or incidental to, furnishing any requested services outlined in Article II, which are deemed proper by the US Government and User. Such reimbursable direct costs for the estimate shall be determined and charged in accordance with the principles and procedures established in the following authorities:

1. Federal statutes, including but not limited to, 51 U.S.C. §§50101-51105
2. DOD Financial Management Regulation, 7000.14-R, vol 11a, chap 13
3. DOD Financial Management Regulation, 7000.14-R, vol 4, chap 3

B. Full up front funding is required before any 45 SW services can be provided.

C. Payment

1. The User shall make an electronic deposit of US funds in the US Government's accounting system for the amount of the estimate and subsequent estimates as necessary.

2. Payment shall be made against invoices in accordance with the following procedure:

(a) The US Government will provide User with a certified invoice (Standard Form 1080, Department of The Treasury, Voucher for Transfers Between Appropriations and/or Funds) itemizing the equipment and/or services provided in the current billing period along with a billing report as described in 3a below.

(b) Each month the US Government will draw money in the amount of the certified invoice from the US Government accounting system.

3. Accounting Access

(a) User shall be provided with a detailed billing report via email. The level of detail contained in the billing report shall be at the sole discretion of the US Government and is subject to change without notice at the sole discretion of the US Government. The current level of details shall include US dollar amounts for: civilian labor cost, US Government contractor cost, utility billings, supply cost records, NASA cost data (as applicable), travel, and training.

(b) If the User has reason to question the appropriateness of any item of the US Government's charges, the User shall provide written notification to the US Government of such questions and the reasons therefore within sixty (60) days of the date of the US Government's invoice. The US Government will investigate such validity questions and provide the User with a written explanation within forty-five (45) days from said notification.

(c) Any items which are deemed invalid by mutual agreement as set forth in (b) above shall be credited to the User's account within thirty (30) days of such agreement.

D. Settlements

1. A final settlement will occur at the completion of this agreement. As promptly as possible, the US Government will:

- (a) Make a determination of actual direct costs.
- (b) Provide a certified invoice in accordance with this agreement to the User.

2. The User's account will be debited for any US Government direct costs not previously recorded against the User's account. The User shall have a right to request review of the direct costs as set forth below. Surplus funds, after final settlement, will be returned to the User.

3. It is understood that the above provision does not constitute authorization to defer or postpone payments due under this agreement. All amounts that become payable to the US Government after any settlement shall bear an interest charge if they are not paid within thirty (30) calendar days of receipt. Interest shall be applied in accordance with DOD Financial Management Regulation, 7000.14-R, vol 4, chap 3. The interest to be charged shall be an amount computed at the interest rate established by the Department of Treasury effective on the due date.

E. Appeals: in the event that the User and the US Government cannot arrive at a mutual agreement in the settlement or appeal, the User shall have the right to proceed in accordance with Article V Disputes.

Article V - Disputes

The 45th Space Wing Commander shall be the final decision authority for all questions of fact arising under this agreement, if they cannot be resolved otherwise. The 45th Space Wing Commander shall reduce his/her decision to writing and mail or otherwise furnish a copy to the User. The decision of the 45th Space Wing commander shall be final and conclusive.

Article VI - Termination

A. The User may terminate this agreement at any time by notifying the 45th Space Wing Commander in writing. Should the User elect to terminate this agreement, it will reimburse the US Government for all direct costs incurred up to the date of receipt of notification by the 45th Space Wing Commander, and any other termination costs resulting directly from the termination, pursuant to Article IV, Financial Arrangements.

B. The US Government may terminate this agreement at any time by notifying the User in writing with 60 days prior notice. Should the US Government elect to terminate this agreement, it will collect all direct costs incurred up to the date of its termination notice and return the balance of the account to the User.

C. Absent either party taking the actions listed in paragraphs A and B above, this agreement shall remain in effect until such time as the parties have executed an Air Force Commercial Space Operations Support Agreement (CSOSA) and Annex A. If a CSOSA or Annex A has not been executed within three years of the effective date of this agreement, this agreement will terminate on the third anniversary of the effective date.

D. The right and remedies of the US Government provided by this article are in addition to any rights and remedies by law or otherwise in this agreement.

Article VII - Information Disclosure (technical data furnished to the US Government by the User)

A. To the extent the User provides the US Government any information it considers to be proprietary and/or any data that it considers the US Government to have limited rights to, the User shall identify such information and/or data by marking it with an appropriate legend prior to providing it to the US Government. Technical data or information received with no restrictive markings are deemed to be furnished to the US Government with unlimited rights, as that term is defined in Defense Federal Acquisition Regulation Supplement subpart 227.7103-5(a).

B. Any restrictive markings on proprietary information and/or data shall be retained on any reproduction of such information and/or data, in whole or in part.

Article VIII - Effective Date of Agreement

This agreement shall not become effective until executed by authorized representatives of both parties.

Article IX - Availability of Funds, Equipment, and/or Services

This agreement sets forth the terms and conditions under which the US Government provides equipment and/or services to the User. Nothing in this agreement is to be construed as a commitment or obligation by the US Government to provide equipment and/or services to the User. Any obligation of the US Government arising under this agreement, which requires the expenditure or obligation of public funds, shall not be binding on the US Government unless and until sufficient funds for that purpose have been authorized and appropriated by Congress and made available for obligation or expenditure pursuant to applicable fiscal laws and regulations of the United States.

In witness whereof, the parties have executed this agreement.

For the US Government

For the User

Typed Name: Wayne R. Monteith
Title: Commander, 45th Space Wing
Date:

Typed Name:
Title:
Date: